# EXHIBIT D-TRUSTEE SVCES/BROCK & SCOTT LETTER

# TRUSTEE SERVICES OF CAROLINA, LLC

C/O BROCK & SCOTT, PLLC 5431 OLEANDER DRIVE WILMINGTON, NC 28403 PHONE: 910-392-4988

Fax: 910-392-8587

February 7, 2011

Acela Romanello 5445 Thunderidge Drive Raleigh, NC 27610

Re: Non-payment of Promissory Note and Deed of Trust

Property Address: 5445 Thunderidge Drive, Raleigh, NC 27610

Original Lender: BankUnited, FSB Origination Date: July 22, 2005

Dear Gustavo Romanello and Acela Romanello:

Trustee Services of Carolina, LLC has been asked as Substitute Trustee to initiate foreclosure proceedings to foreclose the mortgage on your property. The following information is provided to you as required by the Federal Fair Debt Collections Practices Act:

- 1. The creditor to whom the debt is owed is BankUnited, hereinafter 'Lender'.
- 2. As of June 1, 2010 the Lender has advised that the amount of the debt is \$165,359.03. A detailed statement of this debt is shown by Exhibit A.
- 3. The Fair Debt Collections Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. The law also entitles you to request that we provide you the name of the original creditor if the original creditor is different from the current creditor, BankUnited. If you choose to dispute the debt, or any portion thereof, or if you choose to request the name of the original creditor, you must notify us within thirty (30) days of the date you receive the letter.
- 4. If you notify us within thirty (30) days of the date you receive this letter that you dispute the debt or any portion thereof, or if you notify us in writing within thirty (30) days of the date you received this letter that you want to know the name of the original creditor is different from BankUnited then we will obtain and mail to you verification of the debt and/or the name and address of the original creditor.
- 5. The Fair Debt Collections Practices Act does not require that we wait until thirty (30) days from the date you receive this letter, you still retain the right to request the name of the original creditor if the original creditor is different from the current creditor, BankUnited.

- 6. If you request proof of this debt or any portion thereof or if you request the name of the original creditor within thirty (30) days from the date you receive this letter, the Fair Debt Collection Practices Act requires us to suspend our efforts to foreclosure on your property, even if we have already initiated a foreclosure proceeding, until we mail you information validating the debt and/or until we provide you with the name of the original creditor.
- 7. Please be advised that if your personal liability for this debt has been discharged in a bankruptcy proceeding, this Notice is provided solely to foreclose the mortgage remaining on your property and is not an attempt to collect the discharged personal obligation.

Because of interest, late charges, and other charges that may vary from day to day, the amount due in the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collections.

\*\*\*THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE BEEN DISCHARGED IN A CHAPTER SEVEN BANKRUPTCY, WE ARE NOT SEEKING PERSONAL LIABILITY AGAINST YOU, BUT ARE PURSUING THE RIGHTS AGAINST THE PROPERTY AS PROVIDED IN THE SECURITY AGREEMENTS\*\*\*

### **EXHIBIT A**

### February 7, 2011

Borrower(s):

Gustavo Romanello and Acela Romanello

Property Address:

5445 Thunderidge Drive, Raleigh, NC 27610

Mortgage Amount: Origination Date:

\$145,100 July 22, 2005

## **Payoff Information**

Unpaid Principal Balance:

\$165,359.03

Accrued and unpaid interest:

\$4,448.08

Late Charges

\$120.24

Escrow Balance

\$12U.24

Approisal Eas

\$902.26

Appraisal Fee

\$0.00

Property Inspection Fee Property Preservation Fee \$62.75 \$0.00

NSF Charges

\$0.00

TOTAL:

\$170,892.36 (as of the date of this letter)

(From February 7, 2011 and after per diem: \$15.86)

The above figures were provided by Lender and are subject to final verification upon receipt of funds. The "good through" date is the date of this statement, all fees and cost(s) incurred after the issuance of this statement will continue to be assessed until funds have been received. Lender reserves the right to adjust the above figures and refuse any funds which are insufficient to payoff the loan for any reason including but not limited to error in calculation, previous dishonored check or money order, stop payment of check or ACH payments or additional disbursement(s) made by the Lender between the date of this statement and the receipt of funds.